Minera Panamá, S.A.

R.U.C. No. 46505-96-303869
A subsidiary of First Quantum Minerals Ltd

REGISTERED OFFICE:
Torre de las Americas, Torre A, Piso 21
Punta Pacifica, Panamá City
Panamá
Tel: +507 294 5700
Fax: +507 294 5701
E-mail: info@minerapanama.com

AUSTRALIAN OFFICE:
First Quantum Minerals (Australia) Pty Limited
Level 1, 24 Outram Street,
West Perth WA 6005, AUSTRALIA
Tel: +61 8 9346 0100
Fascimile: +61 8 9226 2522
E-mail: Perth.Reception@fqml.com

COBRE PANAMA PROJECT

PURCHASE ORDER No:1824 - 620172

REQ No: 129968 **DATE:** 12-Apr-2018

IMAGINE PANAMA INC. **EDIF OBARRIO 60, PISO 7, OFICINA C** **CALLE 60** **CIUDAD DE PANAMÁ, PANAMÁ** **REPÚBLICA DE PANAMÁ** **Attn.: Emmanuel** Tel. :+507 - 397-9265 E-mail:emmanuel@iapanama.com Fax:	**Consign To:** Minera Panamá, S.A. Cobre Panamá Project Penonome, Panamá

DELIVERY DATE: 13-APR-2018
DELIVERY POINT: DAP MINERA PANAMA, S.A.
TERMS OF PAYMENT: NET 30 DAYS AFTER DELIVERY

SEND INVOICE TO:
MINERA PANAMÁ, S.A.
TORRE DE LAS AMERICAS, TORRE A, PISO 21
PUNTA PACIFICA, CIUDAD DE PANAMÁ
PANAMÁ

MUSEUM AUDIO

Line	Quantity	UOM	Description	Unit Price	Total Price
1	1	EA	Propuesta de audio y video inauguracion Museo Penonome Basado en la cotización N° 2760 del 7 de Abril 2018	19,300.00	19,300.00
			TOTAL PURCHASE PRICE (EXCL. VAT)	**USD**	**19,300.00**

We hereby confirm our understanding and acceptance of this Purchase Order in its entirety

Authorised Signature of Supplier

Signed for and on behalf of
Minera Panamá S.A.

Authorised Signature:

CARLOS VELASCO

SITE PROCUREMENT MANAGER

1.0 COMMUNICATIONS

All communications relating to this Purchase Order must include the Project Name, Purchase Order Number and Purchase Order Title. Supplier shall direct all communications relating to this Purchase Order to:

Minera Panama S.A.
Torre de las Americas
Torre A, piso 21
Attn: Carlos Velasco
Tel: +507 294-5763
Fax: +507 297-5701
E-mail: Carlos.Velasco@fqml.com

All invoices MUST be submitted to MineraPanamaAP@fqml.com and contain complete banking details to allow electronic funds transfer. Invoices received without this information may experience a delay in payment.

2.0 ORDER ACCEPTANCE

The Supplier shall provide their understanding and acceptance of the Purchase Order by signing on the front page of this document in the space provided and returning a copy of the Purchase Order within seven (7) days of receipt. Failure to return this form may delay implementation of payment procedures. Acknowledgement by facsimile or e-mail is acceptable

STANDARD CONDITIONS FOR SITE SERVICES (WITH OR WITHOUT SUPPLY)

1. DEFINITIONS

1.1. ***Purchaser***: Minera Panama S.A.
1.2. ***Supplier:*** The party to whom the Purchase Order is addressed
1.3. ***Parties:*** The Purchaser and the Supplier
1.4. ***Sub-Suppliers***: Suppliers or subcontractors of materials, equipment and services to Supplier in connection with the Services or Goods to be supplied hereunder.
1.5. ***Purchase Order:*** The Purchase Order and all documents including these Standard Conditions for Site Services incorporated by reference therein as approved from time to time by the Purchaser.
1.6. ***Goods***: Machinery, plant, equipment, apparatus or materials of all kinds that might be supplied as part of the Purchase Order.
1.7. ***Commencement Date:*** The date stipulated within the Purchase Order or failing that the date of the Purchase Order.
1.8. ***Completion Date:*** The date stipulated in the Purchase Order for completing the Work including supply of Goods and Services in accordance with the terms and conditions of the Purchase Order.
1.9. ***Day:*** A business day.
1.10. ***Delivery Point:*** The place stipulated in the Purchase Order for delivery of the Goods (if any).
1.11. ***Good Operating Practice:*** The practices, methods and acts used by a supplier who in the performance of service exercises that degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced suppliers engaged in the same type of services in similar conditions;
1.12. ***Purchase Price:*** The price of all Services and/or Goods to be supplied in accordance with the Purchase Order which shall include all costs and charges to the Delivery Point but shall exclude (unless otherwise stated) any taxes or duties.
1.13. ***Services:*** The provision of labour with or without plant, equipment and tools that are not part of the works that are owned by the Purchaser, but constitute all or part of the Work under the Purchase Order.
1.14. ***Site:*** The designated place at which the Goods will be used and the Services are to be performed.
1.15. ***Site Rules:*** All rules, regulations, directives and policies of the Site, intended to be of general application to any person at the Site dealing with subjects including health, safety, environmental protection, fire prevention, security, alcohol and drugs and emergencies,.
1.16. ***Work***: Any and all work to be performed on or off Site in connection with the supply, repair, installation and/or commissioning of Goods or other equipment and the provision of Services.

2. CONTRACT

The Purchase Order shall form the entire agreement between Purchaser and Supplier and supersedes all previous communications and negotiations. No terms stated by the Supplier in accepting or acknowledging the Purchase Order or in the performance of the Purchase Order or the invoicing of the Goods or Work will be binding upon the Purchaser unless accepted in writing by the Purchaser.

3. LAW APPLICABLE

3.1. Purchaser and Supplier accept and agree to submit to the exclusive jurisdiction of the courts of the State of Western Australia as the proper law of the Purchase Order.
3.2. The Supplier shall conform with the provisions of all laws (federal, state or municipal) in any way affecting or applicable to the execution of the Purchase Order and shall obtain all permits, licences and give all notice required to be given and shall pay all fees, deposits and taxes in connection therewith, unless otherwise stated.

4. PRECEDENCE OF DOCUMENTS

4.1. If Supplier discovers any inconsistency between the documents comprising the Purchase Order, the Supplier shall immediately notify the Purchaser. In the case of any such inconsistency, the order of precedence of documents shall be the Purchase Order itself, Special Conditions of Purchase, Standard Conditions of Purchase, specifications, drawings.

5. INSURANCE

5.1. Unless otherwise specified in the Purchase Order, the Supplier shall insure all Goods and Work to their full insurable value to the Delivery Point and keep them insured against all insurable risks.

6. ASSIGNMENTS

6.1. The Supplier accepts that no part of this Purchase Order or liabilities thereunder or benefit derived therefrom shall be subcontracted, ceded or assigned to third parties without the prior written consent of the Purchaser and then only under such conditions as the Purchaser may impose.
6.2. The Purchaser may, at its sole discretion, assign and/or novate and/or transfer any of its rights or obligations under the Purchase Order at any time without requiring the approval of the Supplier.

7. CONFIDENTIAL INFORMATION & INTELLECTUAL PROPERTY

7.1. Supplier shall keep secret and confidential (except to Sub-suppliers accepting a like obligation of secrecy and confidentiality, and then only to the extent necessary for the performance of the Purchase Order) all information furnished by or on behalf of the Purchaser and/or Engineer in connection with the Purchase Order. Information furnished by the Supplier to the Purchaser and/or Engineer will be treated by the Purchaser and/or Engineer with the same obligation.
7.2. The Supplier shall retain all intellectual property rights to all documents, data, designs, drawings, equipment, processes and everything else supplied by him. The Purchaser and his duly authorized agents, sub-agents and employees may use the documents, data, designs, equipment, processes and everything else only for the purposes of maintaining and operating the equipment supplied by the Supplier under this Purchase Order.

8. WARRANTY

8.1. The Supplier warrants that any Goods supplied under this Purchase Order shall be new, fit for the purpose specified in the Purchase Order and shall warrant Goods and Services supplied against faulty design, workmanship and materials to be free from defects for a period of twelve (12) months after completion of the Work, fair wear and tear excepted.

9. LIQUIDATION

9.1. If the Supplier, before completion of the Purchase Order becomes insolvent, applies for a voluntary liquidation order, compounds or compromises with its creditors, should be sequestered, is placed under judicial management, or has a Court Order made against it providing for any periodic payment to its creditors, or if the Purchaser acting reasonably has reason for belief that any of the above may occur, then the Purchaser may by written notice to the Supplier, cancel the Purchase Order without prejudice to the Purchaser's rights to claim damages and any other sums due to the Purchaser from the Supplier.

10. INSPECTION / EXPEDITNG

10.1. All Goods and/or Services shall be subject to quality control and assurance by the Supplier. The quality system shall be subject to monitoring to the satisfaction of the Purchaser.

10.2. The Purchaser or its agent shall be entitled to inspect, expedite, examine and test Goods and/or Services being used or supplied by the Supplier and shall have access at all reasonable times to the Supplier's premises or any Sub-Supplier of the Supplier to carry out such inspection activities.

11. PAYMENT TERMS

11.1. The Purchase Price on the Purchase Order is the total cost payable by the Purchaser for the scope of Work including all Goods and Services as contained within the Purchase Order and these Conditions

11.2. The Supplier must submit a tax invoice to the Purchaser to support its claim for payment, which shall be submitted on completion of the Work.

11.3. Where the Purchaser has agreed to progress payments, these shall be at no less than calendar month intervals from the date of the Purchase Order, and shall include the necessary proof and documentation in support of the invoice.

11.4. If the Purchaser disputes any amount claimed by the Supplier to be due and payable, the Purchaser will notify the Supplier specifying the reasons for the dispute. Payment of the disputed portion will be withheld until settlement of the dispute but, acting in good faith, the Purchaser will pay the undisputed portion of the tax invoice.

11.5. Subject to clauses 11.1 to 11.4, the Purchaser will pay Supplier within the time prescribed in the Purchase Order from receipt of Supplier's original invoice.

11.6. Payment may be delayed for invoices submitted with errors and/or omissions. Such delays shall not jeopardise any other rights the Purchaser may be entitled to under the Purchase Order.

12. CONTRACT CORRESPONDENCE

The Parties agree and accept that all correspondence pursuant to the Purchase Order:

a) must be in writing and signed by a person duly authorised by the sender or in the case of electronic transmission and must contain the name of the duly authorised author,
b) may be delivered in hard copy or by e-mail to the party to whom the notice is addressed,
c) unless otherwise agreed by the Parties, for non electronic transmissions, shall be deemed to have been received at the addressee's place of business five (5) Days after being sent from the originator's place of business,
d) in the case of electronic transmissions, shall be deemed to have been despatched the moment it enters a single information system outside of the control of the originator and deemed to have been received at the time it enters that information system.

13. PACKING, MARKING AND SHIPPING

13.1. Any and all Goods shall be suitably packed, protected, marked and shipped as specified in the Purchase Order.

13.2. Hazardous materials must be packaged, documented and marked in compliance with all applicable regulations.

14. DELIVERY

14.1. All charges for packing including containers, materials and labour shall be included in the Purchase Price and all containers and packing materials become the property of the Purchaser.

14.2. The risk in the Goods lies with the Supplier until the Goods are properly delivered and accepted by the Purchaser at the nominated Delivery Point.

14.3. The Supplier warrants that it has and will deliver to the Purchaser, full and clear title to all Goods furnished by the Supplier in performance of the Purchase Order.

14.4. Ownership of any Goods supplied by the Supplier shall pass to the Purchaser upon payment by or on behalf of the Purchaser or upon the Purchaser's acceptance thereof at the Delivery Point, whichever shall be the earlier.

14.5. Goods furnished by the Supplier under this Purchase Order are to be delivered by the Completion Date specified on the Purchase Order.

15. SUSPENSION

15.1. If the Purchaser considers that the suspension of the whole or part of the Work is necessary then the Purchaser may direct the Supplier to suspend the progress of the whole or part of the Work for up to 30 days. The Supplier must suspend immediately that part of the Work specified, must do all things possible to reduce or mitigate any expenses or costs resulting from the suspension, and during such suspension, properly protect and secure the works to the satisfaction of the Purchaser. Any bona fide additional costs incurred by the Supplier will be reimbursed by the Purchaser in accordance with the Purchase Order conditions, on submission of a duly supported invoice, without any additional payments for legal or administrative costs.

15.2. If this suspension exceeds the period stated in Clause 15.1, then the Supplier may give notice to Purchaser to cancel the Purchase Order.

15.3. The Purchaser may direct the Supplier to recommence work on the whole or on the relevant part of the Works at any time within the suspension period stated in Clause 15.1.

16. CANCELLATION

16.1. If the Supplier is in default of this Purchase Order, then the Purchaser may give written notice to the Supplier that the Purchase Order is cancelled, without prejudice to any of the Purchaser's other rights. The Supplier shall be deemed to be in default where it is in breach of any term or condition of this Purchase Order and it has been served a notice from the Purchaser specifying the breach and the Supplier has failed to remedy the matters specified within ten (10) Days after receipt of the notice.

16.2. In addition to the rights of the Purchaser under clauses 9 and 16.1, the Purchaser may at any time, for convenience, cancel the Purchase Order by giving the Supplier not less than one calendar month prior written notice to that effect. In such a case, the Supplier must cease immediately manufacture and supply of the Goods and execution of the Services to the extent specified within the notice and shall immediately do all things possible to reduce or mitigate any expenses or costs resulting from the cancellation. If the Purchase Order is cancelled under this Clause 16.2, the Purchaser shall pay the Supplier the costs for Goods and Services performed to the date of cancellation, including the earned overhead costs and profit, to be substantiated with supporting documentation provided by the Supplier to the reasonable satisfaction of the Purchaser.

17. FORCE MAJEURE

17.1. No liability shall attach to a party which is unable to perform its obligations under this Purchase Order due to an event of Force Majeure.

17.2. If either party is unable, wholly or in part, by reason of Force Majeure to carry out any obligation under the Purchase Order, it shall promptly give notice to the other party specifying the event of Force Majeure and the likely duration of its inability to perform. Thereupon that obligation shall be suspended so long as the event of Force Majeure continues.

17.3. If the circumstance of Force Majeure exceeds 30 days per event, then either Party may give notice to the other to cancel the Purchase Order.
17.4. Each party shall bear its own costs as a result of the Force Majeure.

18. LIMITATION ON LIABILITY

18.1. Neither party will be liable to the other party for any consequential, indirect or punitive loss, damage, cost or expense whatsoever (including, without limitation, loss of profits).
18.2. The liability of Supplier to the Purchaser arising out of or in connection with the Purchase Order shall be limited to the cost of re-performing the work under the Purchase Order, or the Purchase Price, whichever is the lesser

19. DISPUTE RESOLUTION

19.1. The parties shall in good faith take all possible action to resolve by amicable settlement any potential dispute under the Purchase Order. If within fifteen (15) Days after a party gives notice to the other party of a potential dispute the Parties are not able to resolve the dispute without reference to executives of the Parties, the Parties must submit the dispute to senior off-Site executives of each party.
19.2. Within a further period of fifteen (15) Days, the executives will be required to either resolve the dispute or to produce a jointly signed statement declaring that they are unable to resolve the dispute.
19.3. Subject to clause 19.2, either party may give notice referring the dispute to litigation.

20. TAXES AND DUTIES

20.1. All prices and unit rates in the Purchase Order and any subsequent variations thereto shall not include any Value Added Tax (VAT), Goods and Services Tax (GST) or customs duties or excise or any other tax.

21. SUPPLIER'S SITE SERVICES

The following conditions apply to Services by the Supplier, his servants, agents and Sub-Suppliers at the Site. Clauses 1 to 20 inclusive shall equally apply to the Work.

21.1. All Work at the Site shall be performed in a proper and workmanlike manner in accordance with Good Operating Practice.
21.2. Without limiting any other rights of the Purchaser or the responsibility of the Supplier, if the Purchaser discovers in any part of the Work, any Goods or workmanship of an inferior quality, or different from that described in the Purchase Order, the Purchaser may by notice require the Supplier to remove the Goods, replace remedy or rectify that part of the Work within such reasonable time as the Purchaser may specify and if the Supplier fails to comply with the notice within the time specified then the Purchaser shall be at liberty to employ other persons to replace remedy or rectify that part of the Work and all expenses, loss, claims or damage incurred shall be borne by the Supplier.
21.3. The Supplier shall supply all labour, tools, equipment and materials necessary to complete the Services unless specified otherwise in the Purchase Order.
21.4. The Services of the Supplier under this Purchase Order are to be completed by the Completion Date specified on the Purchase Order.
21.5. The Supplier shall use its best endeavours not to impede or interfere with other work in progress on the Site.
21.6. The Supplier enters the Site at its own risk and shall also be liable for and indemnify the Purchaser against any loss, damage, claims or liability arising directly or indirectly out of the performance of the Work or presence on the Site including claims against the Purchaser whether alleging negligence on the part of the Purchaser and or otherwise.
21.7. The Supplier shall at its own expense provide and maintain the following insurances whilst at the Site:
- Public Liability insurance of not less than US$5,000,000
- Workers Compensation insurance as required by law
- Motor Vehicle Third Party insurance of not less than US$2,000,000.

21.8. The Supplier shall at its own expense obtain all requisite licences and permits to comply with all laws in connection with the Work carried out at the Site.
21.9. The Supplier shall at its own expense comply with all site allowances and/or agreements which may be applicable to the Site and payable to its servants, agents and Sub-Suppliers.
21.10 The Supplier must adhere to all Site Rules unless amended under this Purchase Order as well as all reasonable directions and orders of the Purchaser. The Supplier shall ensure that its servants, agents and Sub-Suppliers similarly comply with this requirement.
21.11 The Supplier has full responsibility for selection and recruitment of labour, as necessary to complete the Work, subject to the Purchaser having the right reasonably to deny access to or to insist on the removal from Site of persons considered reasonably to have the potential to disrupt or harm the Purchaser's business interests..
21.12 The Supplier performs all Work as an independent contractor and not as an agent or employee of the Purchaser.